

**TRANSMITTAL AND NOTICE OF APPROVAL OF
STATE PLAN MATERIAL
FOR: HEALTH CARE FINANCING ADMINISTRATION**

1. TRANSMITTAL NUMBER:

0 0 — 0 1 4

2. STATE:

Iowa

3. PROGRAM IDENTIFICATION: TITLE XIX OF THE SOCIAL
SECURITY ACT (MEDICAID)

4. PROPOSED EFFECTIVE DATE

July 1, 2000

TO: REGIONAL ADMINISTRATOR
HEALTH CARE FINANCING ADMINISTRATION
DEPARTMENT OF HEALTH AND HUMAN SERVICES

5. TYPE OF PLAN MATERIAL (Check One):

☐ NEW STATE PLAN☐ AMENDMENT TO BE CONSIDERED AS NEW PLAN☒ AMENDMENT

COMPLETE BLOCKS 6 THRU 10 IF THIS IS AN AMENDMENT (Separate Transmittal for each amendment)

6. FEDERAL STATUTE/REGULATION CITATION:

42 CFR 431.615

7. FEDERAL BUDGET IMPACT:

a. FFY 2000 \$ 340

b. FFY 2001 \$ 1,021

8. PAGE NUMBER OF THE PLAN SECTION OR ATTACHMENT:

Supplement 14 to Attachment 4.16-A,
pages 1 through 159. PAGE NUMBER OF THE SUPERSEDED PLAN SECTION
OR ATTACHMENT (If Applicable):Supplement 14 to Attachment 4.16-A,
pages 1 through 12 (MS-99-36)

10. SUBJECT OF AMENDMENT:

Renewal of agreement with University of Iowa Hospitals for Medicaid administration

11. GOVERNOR'S REVIEW (Check One):

- ☒ GOVERNOR'S OFFICE REPORTED NO COMMENT
☐ COMMENTS OF GOVERNOR'S OFFICE ENCLOSED
☐ NO REPLY RECEIVED WITHIN 45 DAYS OF SUBMITTAL

☐ OTHER, AS SPECIFIED:

12. SIGNATURE OF STATE AGENCY OFFICIAL:



13. TYPED NAME:

Jessie K. Rasmussen

14. TITLE:

Director

15. DATE SUBMITTED:

August 9, 2000

16. RETURN TO:

Director
Department of Human Services
Hoover State Office Building, 5th Floor
Des Moines, IA 50319-0114**FOR REGIONAL OFFICE USE ONLY**

17. DATE RECEIVED:

08/17/00

18. DATE APPROVED:

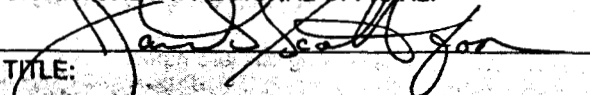
NOV 14 2000

PLAN APPROVED - ONE COPY ATTACHED

19. EFFECTIVE DATE OF APPROVED MATERIAL:

JUL 1 2000

20. SIGNATURE OF REGIONAL OFFICIAL:



21. TYPED NAME:

Thomas W. Lenz

22. TITLE:

ARA for Medicaid and State Operations

23. REMARKS:

cc:
Rasmussen
Headlee
CO

SPA CONTROL

Date Submitted 08/09/00

Date Received 08/17/00

STATE OF IOWA
IOWA DEPARTMENT OF HUMAN SERVICES
AND
UNIVERSITY OF IOWA
HOSPITAL SCHOOL &
HOSPITAL CLINICS
DEPARTMENT OF PEDIATRICS
AND COLLEGE OF MEDICINE

July 1, 2000

through

June 30, 2001

TN No.	<u>MS-00-14</u>	Approval Date
Supersedes TN No.	<u>MS-99-36</u>	Effective Date

NOV 14 2000

JUL 1 2000

INTERAGENCY AGREEMENT
BETWEEN THE IOWA DEPARTMENT OF HUMAN SERVICES
AND THE University of Iowa; University Hospital School, University
Of Iowa Hospitals & Clinics; Department of Pediatrics, College of Medicine, herein known as the
"Contractor"

THIS AGREEMENT is entered into this 1st day of July 2000, by and between the undersigned Entities.

WHEREAS, The State Department of Human Services, hereinafter known as DHS, is the single state agency responsible for administering the Iowa Medical Assistance Program (hereinafter referred to as Medicaid);

WHEREAS, Section 1902(a)(11)(A) of the Federal Social Security Act mandates cooperative arrangements between the single state agency and state agencies responsible for administering health services; and

WHEREAS, the Contractor consists of its employees as well as affiliated agencies operating under contract or memorandum of understanding.

NOW THEREFORE, DHS and the Contractor enter into the following agreement:

I. PURPOSE OF AGREEMENT

- A. The purpose of this Agreement is to ensure more efficient administration of the State Medicaid Plan. The provision of Medicaid Administration by the Contractor has been determined to be an effective method of assuring the availability, accessibility, coordination, and appropriate utilization of required health care resources to Medicaid beneficiaries residing in the State of Iowa.
- B. DHS recognizes the unique relationship that the Contractor has with its Medicaid beneficiaries and families. It further recognizes the agency's expertise in identifying and assessing the health care needs of Medicaid beneficiaries it serves and in planning, coordinating, and monitoring the delivery of preventive and treatment services to meet their needs. DHS in order to take advantage of this expertise and relationship, enters into this Agreement with the Contractor.
- C. DHS and the Contractor enter into this Agreement with full recognition of all other existing agreements which DHS may have developed for services to Title XIX beneficiaries living in the state of Iowa and which are currently included in Iowa's State Medicaid Plan.

II. MUTUAL OBJECTIVES

Both parties to this Agreement desire for children ages 0 to 21 years:

- A. To assure that Title XIX beneficiaries and their families served by the Contractor are informed of the Medicaid program and how to access it.
- | | | | |
|-------------------|-----------------|----------------|--------------------|
| TN No. | <u>MS-00-14</u> | Approval Date | <u>NOV 14 2000</u> |
| Supersedes TN No. | <u>MS-99-36</u> | Effective Date | <u>JUL 1 2000</u> |

- B. To assure that assistance is provided to eligible individuals in facilitating their eligibility for participation in Iowa's Medicaid program.
- C. To assure the availability of early and appropriate interventions so that diagnosis and treatment occur in a timely manner.
- D. To assure that eligible individuals are aware of and understand, in culturally competent and language specific terms, the benefits of preventive and remedial health care.
- E. To assure that health-related services provided to clients served by the _____ Contractor _____ are of sufficient amount, duration, and scope to correct or ameliorate the condition for which they were determined to be medically necessary.
- F. This reimbursement is made based upon the understanding that the _____ Contractor _____ agrees to reinvest new federal revenue generated through Medicaid administrative activities performed on behalf of Medicaid beneficiaries into health related services for children.

III. RESPECTIVE RESPONSIBILITIES

DHS agrees to:

- A. Reimburse the _____ Contractor _____ the Title XIX federal share of actual and reasonable costs for Medicaid administration provided by its staff based upon a time-accounting system which is in accordance with the provisions of OMB Circular A87 and 45 CFR Part 74 and 95.
- B. Reimburse the _____ Contractor _____ for Facilities and Administrative Costs at the rate of 8%. The University of Iowa's federally negotiated Facilities & Administrative cost rate for research, instruction and other costs is 47% of the modified Total Direct Costs (MTDC). For training grants, contract, and interagency agreements with state agencies, the rate is 8%.
- C. The rate of reimbursement for allowable administrative activities performed by personnel other than Skilled Professional Medical Personnel shall be 50% of such costs. The rate of reimbursement for activities qualifying under federal regulations applying to Skilled Professional Medical Personnel (SPMPs) and their direct supporting clerical staff shall be 75% of such costs for activities identified as "enhanced" or 50% for activities identified as "non-enhanced" when the criteria of 42 CFR 432.50 are met. Categories of costs eligible for 75% reimbursement include the following items only: compensation and applicable fringe benefits, travel and training of Skilled Professional Medical Personnel (SPMPs) and their direct supporting clerical staff.
- D. Changes in any federal regulation affecting the matching percentage, and/or costs eligible for enhanced or administrative match, which become effective subsequent to the execution of this Agreement will be applied herein as provided in such changes to the regulations.
- E. Include the _____ Contractor's _____ expenditures for Medicaid administration in the State's Title XIX claim for federal financial participation to the extent that federal funds are available after the claim is made for DHS administration.
- F. Provide the _____ Contractor _____ with access to information necessary to perform and claim reimbursement for Medicaid administration.

- G. Meet and consult on a regular basis with the Contractor on issues related to the implementation and maintenance of this Agreement.
- H. Agrees that the Family and Community Health Division of the Iowa Department of Public Health will provide ongoing technical and support services to the Contractor around the responsibilities assumed within the terms of this Agreement.

The Contractor _____ agrees to:

- A. Perform Medicaid administrative activities for children age 0 to 21 years as an agent for DHS to assure the availability, accessibility, coordination, and appropriate utilization of preventive and remedial health care resources to Medicaid beneficiaries and their families (where appropriate) in the State of Iowa.
These activities will facilitate access to medical care for Medicaid recipients when outreach is not already provided under Medicaid. There will be no claiming for a service that is covered under Medicaid and the coordination shall not be construed as targeted case management or other Medicaid Case Management. A description of administrative activities is included in Exhibit A. These activities include:
01. Outreach / Facilitating Medicaid Eligibility Determination and Enrollment (claimable)
 02. Case Finding (claimable)
 03. Skilled Medical Professional Assessment, Case Planning, and Follow-up (claimable)
 04. Assisting Clients to Access Services (claimable)
 05. Skilled Medical Professional Consultation/Anticipatory Guidance (claimable)
 06. Skilled Medical Professional In-Service Training (claimable)
 07. Program Planning and Development (claimable)
 08. General Administration (claimable)
 09. Direct Client Care (not claimable)
 10. Research and Demonstration (not claimable)
 11. Providing Pre-Service Training Activities (not claimable)
 12. Receiving Staff Development (not claimable)
 13. Other Activities (not claimable)
- B. Account for the activities of staff providing Medicaid administration in accordance with the provisions of OMB Circular A 87 and 45 CFR Part 74 and 95.
- C. Certify the non-federal match for Title XIX funds claimed for Medicaid administrative activities.
- D. Assure DHS that a written cost allocation plan is in place.

TN No. MS-00-14

Supersedes TN No. MS-99-36

Approval Date

Effective Date

NOV 14 2000

JUL 1 2000

- E. Ensure that the appropriate documentation for expenditures and audit trail exist by retaining all appropriate records and documents for three years after the claim revision; or if an audit is in process, three years after the completion of the audit.
- F. Return to DHS any federal funds which are deferred and/or ultimately disallowed on claims for Medicaid administration submitted to HCFA by DHS on behalf of the Contractor. The Contractor shall be liable for the full amount of any claim disallowed and related penalties incurred in the event of a federal audit.
- G. Conduct all activities recognizing the authority of the single state Medicaid agency in the administration of the state Medicaid Plan to issue policies, rules and regulations on program matters.
- H. Submit claims to DHS on a quarterly basis. Claims will be submitted within 30 days following the end of a quarter. Any bill will have to show a breakdown of skilled medical professional and a non-skilled medical professional.
- I. The Contractor will be paid for the services described in Section IV a fee not to exceed the authorized expenses of the Administrative Activities outlined in Exhibit A for the agreement period. This shall be the total compensation paid to the Contractor. The Contractor shall not be eligible for any other compensation or benefits including, but not limited to, insurance, paid leave, or retirement. The Contractor will, however, be reimbursed at the rates authorized by the Department of Revenue and Finance for authorized expenses incurred in the course of traveling, authorized by University of Iowa Travel Department and on behalf of the State.
- J. The Contractor shall submit an invoice to the Department for goods and services rendered. The invoices shall be submitted to the Department with appropriate documentation as necessary to support all charges included on the invoice. The State shall pay all approved invoices in arrears and in conformance with Iowa Code Section 421.40 and 701 IAC 201.1(2). The State may pay in less than 60 days, as provided in Iowa Code Section 421.40. Claims must be submitted to:
Sally Nadolsky
Department of Human Services
Hoover State Office Building
Des Moines, IA 50319
- K. Reinvest revenue generated from Medicaid administrative activities performed on behalf of Medicaid beneficiaries into related health services for children. Submit an annual report documenting the use of the new revenue.
- L. Meet and consult with DHS on a regular basis around issues related to the implementation and maintenance of this Agreement.
- M. Agrees through Memorandum of Agreement to meet and consult with the Family and Community Health Division of the Iowa Department of Public Health on a regular basis around issues related to the implementation and maintenance of this Agreement.

IV. PROGRAM DESCRIPTION

Medicaid administration activities provide for the efficient operation of the State Medicaid Plan. These activities aid the potentially eligible Medicaid beneficiary age 0 to 21 years to gain eligibility, access screening services such as EPSDT, to receive follow-up on referrals made to additional medical providers, to establish a medical home, to develop and coordinate a treatment plan, to follow through on the treatment plan, and to assist the individual's caretakers in becoming able to meet the client's needs in the home.

Supersedes TN No. MS-99-36

Approval Date JUL 1 2000

Effective Date JUL 1 2000

such a way that a more optimal health condition is achieved. Medicaid administration is committed to the most cost effective, community-based and least restrictive method of treatment for eligible individuals and will maintain this as a priority.

V. JOINT RESPONSIBILITIES

DHS and the Contractor hereby agree to comply with all applicable laws governing the confidentiality of client information, for clients served under the terms of this Agreement.

VI. TERM OF CONTRACT

- A. The term of this Agreement shall be from 7/1/2000 through 6/30/2001.
- B. This Agreement may be amended at any time by mutual written agreement of the two parties to this Agreement after giving ten (10) days prior notice in writing provided that reimbursement shall be made for the period when the Agreement is in full force and effect. This agreement is subject to the availability of federal funds authorized for the purpose of the contract.
- C. This agreement may be terminated without cause by either party upon thirty days notice. DHS can give ten days notice in the event of fraud or abuse.

VII. FISCAL PROVISIONS

- A. The attached Exhibit B entitled "Federal Contract Funds", is incorporated herein and made a part hereof by this reference in recognition by both DHS and the Contractor that the validity and enforceability of this Agreement are contingent upon the availability of funds appropriated by the U.S. Congress.
- B. In addition, this Agreement is valid and enforceable only if the Contractor certifies that sufficient matching funds are available for the purpose of this program. Agreement is also subject to any additional restrictions, limitations or conditions enacted by the appropriate governing body, Health Case Financing Administration (HCFA), which may affect the provisions, term or funding of this Agreement in any manner.
- C. This Agreement will terminate without penalty at the end of any fiscal year in the event funds are not appropriated by the U.S. Congress for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, at the end of the term for which funds are appropriated.

Immediately upon receipt of notification of restrictions on administrative funding, DHS will continue funding as funding is available. Administrative money available to DHS will first be directed to meeting the requirements of DHS. If federal administrative money remains after this, determination of eligible contracts may receive a portion of the funds available.

In the event that federal matching funds are not available to the extent claimed by DHS, DHS shall first pay claims required for the administration of the program and for contracts entered into prior to October 1, 1993. Remaining claims shall be proportionately shared with discretionary contracts or agreements signed on or after October 1, 1993.

D. Transfer of funds is contingent upon the availability of Federal Financial Participation.

E. Documentation of unused funds from reimbursement shall be submitted annually to DHS.

F. An estimated budget, Exhibit C, is attached and incorporated herein.

VIII. RESTRICTIONS ON USE OF FUNDS

A. No Federal appropriated funds have been paid or will be paid on behalf of DHS or the Contractor to any person for influencing or attempting to influence an officer or employee or any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

IX. CONTACT PERSON

A. The contact persons for this agreement will be Sally Nadolsky of the Bureau of Health Care Purchasing and Quality Management of the Iowa Department of Human Services and,

Mark Moser or Doris Montag of **University of Iowa Health Care.**

X. EMPLOYMENT PRACTICES

A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or mental or physical disability. The Contractor must take affirmative action to ensure applicants for employment are treated without discrimination because of their race, color, religion, sex, national origin, or physical or mental disability. Such action shall include, but is not limited to, the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting for the provision of this Equal Employment Opportunity (EEO) clause.

B. The Contractor shall, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, physical or mental disability except where it relates to a bona fide occupational qualification.

- C. The Contractor must comply with all provisions of Executive Order #11246, dated September 24, 1965, including amendments as well as the rules, regulations and relevant orders of the Secretary of Labor.
- D. In the event of the Contractor's non-compliance with the EEO clause of the agreement or with any such rules, regulations or orders, the agreement may be terminated or suspended, the contractor may be declared ineligible for further government contracts. Other sanctions may also be imposed as provided in Executive Order #11246 or by rules, regulations or other orders of the Secretary of Labor. The contractor must comply with all applicable conditions of Title 29 U.S. Code, Section 794 (Rehabilitation Act of 1973).
- E. Civil Rights Laws - The Contractor, with four or more employees shall be in compliance with all federal and state civil rights laws and regulations with respect to equal employment opportunity.
- F. Title VI compliance - The Contractor with 15 or more employees shall be in compliance with Title VI of the 1964 Civil Rights Act as amended and all other federal, state, and local laws and regulations regarding the provision of services.
- G. Section 504 compliance - The Contractor with 15 or more employees shall be in compliance with Section 504 of the Rehabilitation Act of 1973 as amended and with all federal, state, and local Section 504 laws and regulations.
- H. Americans with Disabilities Act compliance - The Contractor shall be in compliance with the Americans with Disabilities Act of 1990, (15 or more employees as of July 26, 1994) and with all federal, state, and local laws and regulations regarding the Americans with Disabilities Act.
- I. Affirmative Action - The Contractor shall apply affirmative action measures appropriate to correct deficiencies or to overcome the effects of past or present practices, policies, or other barriers to equal employment opportunity.
- J. Equal Opportunity - The Contractor with four or more employees shall exclude no person from the participation in or receipt of programs, activities or benefits on the grounds of race, color, creed, national origin, sex, age, religion, political belief, or physical or mental disability. Nor shall the provider discriminate against any person in employment or application for employment on the grounds of race, color, creed, national origin, sex, age, religion, political belief, or physical or mental disability.
- K. Nondiscrimination - The Contractor shall carry out all activities under the terms of any rehabilitative treatment and supportive services contract in a manner that does not discriminate against any person because of the person's race, color, creed, national origin, sex, age, religion, political belief, or physical or mental disability.
- L. Tobacco Smoke -
1. Public Law 103227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, daycare, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences;

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